

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000003144
Green Mountain Messenger Inc
54 Echo Place, Suite #1
Williston VT 05495
United States

Contract ID 0000000000000000000020709		Page 1 of 3
Contract Dates 10/01/2011 to 09/30/2015	Origin CPS	
Description: CPS - MESSENGER SERVICE - DCF	Contract Maximum \$35,000.00	
Buyer Name Berini, Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MESSENGER SERVICE	EA	0.01000	0.00	0.00

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Green Mountain Messenger, with principal place of business in Williston, VT, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject messenger services for the State of Vermont on an as needed basis. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$35,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 1, 2011 and end on September 30, 2013, with an option to renew for Two (2) additional 12-month periods.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of twenty three (23) pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 01/10/2011)
Attachment D - DCF Routing Guide & Rate Table
Attachment E - AHS Confidentiality Policy & Confidentiality Statement
Attachment F - Agency of Human Services' Customary Contract Provision

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C - Standard Contract Provisions for Contracts and Grants
- (3) Attachment F - Agency of Human Services' Customary Contract Provision
- (4) Attachment E - AHS Confidentiality Policy & Confidentiality Statement
- (5) Attachment A - Specifications of Work to be Performed
- (6) Attachment B - Payment Provisions
- (7) Attachment D - DCF Routing Guide & Rate Table

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AMENDMENT #: 1

Contract # 20709, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Green Mountain Messenger is amended as follows:

1. Contract Term. The end date of Contract # 20709 wherever such references appear in said contract and its attachments, is changed from 09/30/2013 to 09/30/2014.
2. Attachment A, Scope of Work. The scope of work of Contract # 20709 is amended as follows: Removes all servicing locations except for Brattleboro and Burlington.
3. Attachment B, Payment Provisions. The payment provisions of Contract # 20709 are amended as follows: changes the rate for Brattleboro and Burlington to \$15.00 per pickup.
4. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract # 20709 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 20709 in its entirety and agrees to be bound by the provisions enumerated therein.

CONTRACT #: 20709

AMENDMENT #: 2

Contract # 20709, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Green Mountain Messenger is amended as follows:

1. Contract Term. The end date of Contract # 20709 wherever such references appear in said contract and its attachments, is changed from 09/30/2014 to 09/30/2015.
2. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract # 20709 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 20709 in its entirety and agrees to be bound by the provisions enumerated therein.

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

GREEN MOUNTAIN MESSENGER SERVICE CONTACT INFORMATION:
MATT KOZLOWSKI
802-862-7662

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____